

RULE 8.G. FAILURE TO STATE A CLAIM CHART

“Classic” Alter Ego Liability Against TWS GZ (and/or TWS HK)	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Complete domination of the subsidiary corporation(s)	FAC ¶¶ 3–4, 14–15, 18, 20, 22–27, 31, 33, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.
Complete domination was used to commit a fraud or wrong	FAC ¶¶ 28–29, 30–33. Resideo also argues for a different legal standard.
The fraudulent or wrongful use of the corporate form injured plaintiff	FAC ¶¶ 3–4, 14–15, 18, 20, 22–26, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.

“Reverse” Alter Ego Liability Against TWS USA (and/or TWS HK)	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Complete domination of the subsidiary corporation(s)	FAC ¶¶ 3–4, 14–15, 18, 20, 22–27, 31, 33, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.
Complete domination was used to commit a fraud or wrong	FAC ¶¶ 28–29, 30–33. Resideo also argues for a different legal standard.
The fraudulent or wrongful use of the corporate form injured plaintiff	FAC ¶¶ 3–4, 14–15, 18, 20, 22–27, 31, 33, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.
Existence of exceptional circumstances and egregious facts	FAC ¶¶ 3–4, 14–15, 18, 20, 22–27, 31, 33, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.
Additional “reverse piercing” equitable factors	FAC ¶¶ 3–4, 14–15, 18, 20, 22–27, 31, 33, 35 & Exs. B at 6, 11, 15; D at 1; E at 1.

All Breach of Contract Claims Against TWS USA and TWS GZ	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Existence of a contract between the parties	FAC ¶¶ 31–33, 36, 47–53, 59, 70 & Ex. F.

Breach of The Epidemic Failure Provision Against All Defendants	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Breach of Contract	FAC ¶¶ 79–80, 84, 90–94 & Ex. A at 4.

All Breach of Express and Implied Warranty Claims Against TWS USA and TWS GZ	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Existence of contractual privity	FAC ¶¶ 31–33, 36, 47–53, 59, 70 & Ex. F.

Negligent Misrepresentation Against All Defendants	
Elements Defendants Assert Not Plausibly Alleged:	FAC Paragraphs Plausibly Alleging Elements:
Existence of special relationship	FAC ¶¶ 46–52, 59–63, 103, 109.
A false representation the defendant(s) should have known was incorrect	FAC ¶ 47–50, 62.
The information supplied was known [by] defendant(s) to be desired by plaintiff for a serious purpose	Not raised in Defendants’ Motion to Dismiss the FAC. FAC ¶¶ 46–47.
Plaintiff intended to rely and act upon the alleged representation	Not raised in Defendants’ Motion to Dismiss the FAC. FAC ¶¶ 46–47, 52, 59–63, 103, 109.
Plaintiff reasonably relied on the alleged representation to its detriment	FAC ¶¶ 52, 59–63, 103, 109.
Plaintiff endured damages from the alleged representation that are not recoverable in contract	FAC ¶¶ 44, 64, 66–69, 78, 84–85, 87.